AGREEMENT

BETWEEN

FOND DU LAC COUNTY

AND

FOND DU LAC COUNTY
SOCIAL SERVICES EMPLOYEES UNION

LOCAL 1366E, AFSCME, AFL-CIO

2009-2010

<u>INDEX</u>

ARTICLE	<u>TITLE</u>	PAGE
	Agreement	3
	Classification and Pay Schedule – Appendix A	19
	Appendix A-1	21
	Appendix A-2	21
XV	Compensatory and Overtime	11
XXIII	Definition of Employees	15
VI	Discipline, Discharge and Suspension	5
XVIII	Entire Agreement	14
11	Fair Share	3
XII	Funeral Leave	9
VII	Grievance Procedure	5
IX	Holidays	6
XIV	Hours of Work	10
XVI	Insurance	12
VIII	Job Posting	6
XXVI	Lay-Offs	16
XIII	Leaves of Absence Without Pay	9
٧	Management Rights	5
XXIV	Miscellaneous	16
XIX	Negotiations Procedure	14
XX	No Strike, No Lockout	15
XXII	Non-Discrimination Clause	15
XVII	Pay Policy	14
	Probationary Period	3
1	Recognition and Unit of Representation	3
	Rules Governing Administration of Classification Schedule & Pay Policy	20
IV	Seniority	4
XXI	Separability	15
XI	Sick Leaves	8
XXV	Termination Clause	16
Χ	Vacations	7

AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the provisions of Section 111.70 Wisconsin Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the above named parties enter into the following agreement which shall be binding on the parties for the term therein provided.

ARTICLE I. RECOGNITION AND UNIT OF REPRESENTATION

- 1.01 The Employer recognizes the Fond du Lac County Social Service Employee's Union, Local 1366E, AFSCME, AFL-CIO, hereinafter referred to as the "Union" as the exclusive collective bargaining representative for the purposes of conferences and negotiations with the Employer, or its lawfully authorized representatives, on questions of wages, hours and other conditions of employment for the unit of representation consisting of all regular full-time and regular part-time employees of Fond du Lac County Social Services Department, including clerical, eligibility consultants, eligibility consultant specialists, energy assistance workers, social services aides, home consultants, in-home trainers, Galow Group Home employees, Shelter Care employee and all other paraprofessional employees and excluding all professional employees, the work supervisors, the director, the director's personal secretary and administrative assistants.
- 1.02 The Employer agrees that there shall be no discrimination against any employee because of Union activities or membership.

ARTICLE II. FAIR SHARE

- 2.01 The Employer agrees it will deduct from the monthly earnings of all employees in the collective bargaining unit, an amount specified by the Union. Such amount being the monthly dues certified by the Union as the current amount uniformly required of all members, and pay said amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction was made.
- 2.02 Changes in the amount of dues to be deducted shall be certified by the Union 45 days before the effective date of the change.
- 2.03 As to new employees, such deduction shall be made from the first paycheck following the probationary period.
- 2.04 The employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.
- 2.05 It is further agreed that the Union, as the exclusive representative of all employees in the Bargaining Unit, will represent all such employees, Union and Non-Union, fairly and equally, and all employees in the Unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply, consistent with the Union Constitution and By-Laws. No employee shall be denied Union membership because of race, creed, color or sex.
- 2.06 It is agreed that the County shall be saved harmless in case of any legal controversy regarding the "Fair Share Agreement".

ARTICLE III. PROBATIONARY PERIOD

3.01 All new regular full time employees, except Economic Support Specialists, shall be employed for a six (6) month probationary period. Economic Support Specialists shall serve a probationary period of nine (9) months or six (6) months beyond the date of completion of state provided new worker training, whichever comes first. Regular part time employees shall serve a probationary period consisting of 975 hours except for those employed as Economic Support Specialist, where the probationary period shall be 1462.5 hours or 975 hours beyond the date of completion of state provided new worker training whichever comes first. With the exception of sick leave which requires completion of 975 hours, regular part time employees shall be eligible to access applicable benefits following completion of six (6) months of employment. A probationary employee may be disciplined or discharged for any

reason without recourse to the grievance procedure.

- 3.02 Upon completion of the probationary period, the employee shall be granted seniority rights from the date of original hire in the regular full time or regular part time position or from the date of hire as established in Section 3.04.
- 3.03 Probationary employees who desire hospital and surgical insurance coverage after ninety (90) days of employment shall be entitled to coverage in accordance with the contribution schedule in Section 16.01 of this agreement.
- 3.04 Part-time and temporary employees who are awarded regular full-time or regular part time positions in the same classification as that worked as a part-time and/or temporary employee shall have their date of hire adjusted as follows:

Hours Worked as Part-Time and/or Temporary Employee	Number of Months Date of Hire Backdated		
407 or more	3 Months		
At least 244 but less than 407	2 Months		
At least 82 but less than 244	1 Month		
Less than 82	No Adjustment		

The date of hire adjusted in accordance with the above procedure shall serve as the employee's original date of hire for the purpose of seniority and vacation and sick leave accrual. There shall be no allowance for retroactive holiday accrual.

- 3.05 Probationary employees may attend seminars, meetings and training events only upon permission of their supervisors.
- 3.06 The President of the Local shall be notified in writing when employees are hired, at what classification and when their probationary period is completed.

ARTICLE IV. SENIORITY

- 4.01 The Employer agrees to the seniority principal.
- 4.02 After completion of probationary period an employee's seniority shall be his/her first date as a regular full-time or regular part-time employee within the bargaining unit with the employer or as established pursuant to Section 3.04 of the Agreement and seniority shall not be considered terminated except upon (1) discharge for cause; (2) voluntary quit; (3) failure to return upon the expiration of a leave of absence; (4) layoff for a period exceeding two (2) years; or (5) failure, within seven days after sending of notice to respond to recall from layoff after written notice by certified mail is sent to the employee at the last address appearing on the employer's records.
- 4.03 A seniority list shall be prepared and posted by the employer. Such list shall be prepared in order of seniority and will show the names and dates of employment for all persons in the bargaining unit. A copy of such list shall be mailed to the Union President and shall be reviewed at twelve (12) month intervals.
- 4.04 Approved unpaid leave time that is subject to provisions of the State and /or federal family and medical leave laws or leave time approved under the "Extended Medical Leave" provision (Article XIII, Section 13.02) of this agreement, shall not impact the employee's established seniority date. Wherein the employee is subject of an employer induced layoff, the employee's seniority date shall remain intact unless the layoff exceeds two (2) years. Employees granted leaves of absence under the "Other Leaves" provision (Article XIII, Section 13.03) of this agreement shall be subject to adjustment of their seniority date by the number of days which exceed thirty (30) days.

4.05 The County, at its option and with mutual consent of the Union, may restore an employee who has left the bargaining unit for another position within the County to his/her former position or a similar position at his/her former rate of pay without loss of seniority for a period of thirty (30) days after the employee left the position providing an appropriate vacancy exists.

ARTICLE V. MANAGEMENT RIGHTS

5.01 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer. The Union recognizes the prerogative of the Employer to establish reasonable work rules. The employer agrees to provide the Union with a written copy of all proposed changes to work rules not less than 30 days prior to their implementation.

ARTICLE VI. DISCIPLINE, DISCHARGE AND SUSPENSION

6.01 No regular employee shall be disciplined or discharged except for just cause. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be given to the employee with a copy to the Union within twenty-four (24) hours if reasonably possible. Any grievance that may result from such action shall be considered waived unless presented in writing within seven (7) calendar days of the receipt of the notice by the employee. The grievance may be started at Step 2 or Step 3.

ARTICLE VII. GRIEVANCE PROCEDURE

- 7.01 <u>Grievance</u>: Any matter involving the interpretation, application or enforcement of the terms of this agreement or a claim by an employee, employees or Union that an employee has been discriminated against or treated unfairly or arbitrarily by the Employer by any action taken in the exercise of its rights or powers, may become a grievance. Grievances must be presented in Step 1 with ten (10) working days of (1) the occurrence of the event causing the grievance; or (2) within ten (10) working days of the time that an employee reasonably should have known of the events causing the grievance or else the same shall be barred as a grievance.
 - Step 1. If an employee has a grievance, he/she shall first present the grievance orally to his/her immediate supervisor or the Director either alone or accompanied by the Union Steward.
 - Step 2. If the grievance is not settled at the first step within ten (10) working days, it shall be reduced to writing and presented to the Director. If not resolved within five (5) working days, the Director shall furnish the employee a reply in writing.
 - Step 3. If the grievance is not settled at the second step and within fourteen (14) Calendar days after the employee receives the reply in writing from the Director, the grievance shall be presented to the Grievance Hearing Committee (GHC) and notice of such appeal shall be given to the Director. The GHC shall be comprised of the Human Resources Director, the Director of Administration and an "at-large" member selected by the Human Resources Director from a rotating list of five (5) department heads. The participating "at-large" member shall not be affiliated with the grievant's department of employment. The GHC shall meet with the grievant at a time when the grievant is not scheduled to work or when scheduling arrangements can be made, allowing the grievant to attend the hearing. If the grievance is not resolved within fifteen (15) days either party may submit the matter to Step 4 within five (5) calendar days following the expiration of the fifteen (15) days aforesaid, or the matter will be deemed waived and finally settled. Wherein the grievance pertains to a termination or disciplinary suspension of an employee, the Finance, Personnel and Economic Development Committee shall entertain the grievance pursuant to the aforementioned time frames and deadlines.
 - Step 4. Any grievance not settled in Step 3 above and timely notice for appeal to Step 4 in writing served on the opposite party to include the Director by the party appealing shall be subject to arbitration. The parties shall request the Wisconsin Employment Relations Commission to appoint a Commissioner or member of the Staff to serve as the Arbitrator and the Arbitrator shall make a decision on the grievance which shall be final and binding on both parties.

Time Limits: The limits set forth above may be extended by mutual agreement in writing.

ARTICLE VIII. JOB POSTING

8.01 Whenever any vacancy occurs due to a retirement, quit, new position or for whatever reason, the job vacancy shall be posted. The job posting shall be posted on all bulletin boards for a minimum of seven (7) calendar days. The job requirements, qualifications and wage rate shall be part of the posting. Upon completion of the posting, the Employer shall furnish the results of that posting to a Union Officer. Posting for all vacancies may be concurrent with the advertising of such vacancies to the general public.

ARTICLE IX. HOLIDAYS

9.01 a. <u>Full Time Employees</u>: For each of the following paid holidays during the term of this agreement, each full time employee shall receive seven and one-half (71/2) hours of holiday pay computed at their then hourly rate. Regular full time Group Home Specialists shall receive eight (8) hours of holiday pay for each of the dates.

2009		·
January 1 April 10 May 25 July 4	Thursday Friday Monday Saturday	New Year's Day (1/2) Friday Preceding Easter Memorial Day Independence Day (Observed on July 3 rd)
September 7 November 26 November 27 December 24 December 25 December 31	Monday Thursday Friday Thursday Friday Thursday	Labor Day Thanksgiving Day Day after Thanksgiving Day before Christmas Christmas New Year's Eve
<u>2010</u>		
January 1 April 2 May 31 July 4	Friday Friday Monday Sunday	New Year's Day (1/2) Friday Preceding Easter Memorial Day Independence Day (Observed on July 5 ^{th)}
September 6 November 25 November 26 December 24 December 25	Monday Thursday Friday Friday Saturday	Labor Day Thanksgiving Day Day after Thanksgiving Day before Christmas Christmas (Observed on Dec 27 th)
December 31	Friday	New Year's Eve

For all Group Home Specialist except full-time Group Home Specialist, Easter shall be observed as the holiday in lieu of Friday preceding Easter.

- c. <u>Floating Holidays</u>: In addition to the above listed holidays, all regular full time employees who have completed their probationary period (six months of employment) with the employer shall be granted two (2) floating holidays to be taken at the employee's discretion subject to seniority wherever practical and provided it does not adversely affect the operations of the Employer.
- d. If a holiday for which an employee receives time off with pay falls on a Saturday, the Friday preceding shall be celebrated as the holiday and if it falls on a Sunday, the Monday following shall be celebrated as such holiday.
- 9.02 <u>Eligibility</u>: In order to be eligible for holiday pay, an employee must have worked on their scheduled work day immediately preceding and following the holiday unless their absence is excused by the Director or is due to

illness as established by a medical certificate satisfactory to the Employer.

- 9.03 In the event a holiday falls on a regular work day within the period taken as vacation or sick leave, such holiday shall not be charged as vacation or sick leave.
- 9.04 Probationary employees shall be entitled to holiday pay as provided above, provided, however that they have been employed for at least thirty (30) days.
- 9.05 Employees on a lay-off or unpaid leaves of absence shall not receive pay for holidays falling in such periods.
 - 9.06 Temporary and part-time employees shall not be considered as eligible employees within this Article.
- 9.07 All regular part-time Group Home Specialists shall receive eight (8) hours holiday pay computed at their then regular hourly rate for each two hundred forty-five (245) hours of creditable service. All other regular part-time employees shall be entitled to holiday pay or at the employee's discretion compensatory time off as otherwise provided on a pro-rata basis.
- 9.08 Group Home Specialist required to work on holidays shall be compensated at time and one-half times their straight time hourly rate for all hours worked on each normally scheduled shift whose major fraction of hours are within the 24 hour period of the date of the holiday in addition to the above holiday allowances.

ARTICLE X. VACATIONS

- 10.01 Definitions: For regular full time Group Home Specialist a normal full vacation week shall be five (5) days and a normal full vacation day shall be eight (8) hours. For all other regular full time employees a normal full vacation week shall be five (5) days and a normal full vacation day shall be seven and one-half (7-1/2) hours. Vacation pay shall be at an employee's straight time hourly rate in effect at the time of taking such vacation.
- 10.02 Vacation accrual shall be determined on the basis of length of continuous service of each employee as of January 1st of each year for the preceding year and such vacation must be taken in the calendar year following the year in which it is earned.
- 10.03 <u>Initial Year of Service</u> For a regular full time Group Home Specialist with less than a full year of service as of January 1, the employee shall receive six and two-thirds (6-2/3) hours per month or major fraction of a month of continuous service in the prior year. For all other regular full time employees with less than a full year of service as of January 1, the employee shall receive five/sixth (5/6) of a day's vacation for each month or major fraction of a month of continuous service in the prior year.
- 10.04 <u>Subsequent Years of Service</u> Each regular full time employee shall receive vacation time off and vacation pay based on an employee's anniversary date established as follows:
- a. An employee whose anniversary date falls between January 1 and June 30, inclusive, shall have his/her anniversary date for vacation purposes established as of January 1 of said year.
- b. An employee whose anniversary date falls between July 1 and December 31, inclusive, shall have his/her anniversary date for vacation purposes established as of January 1 of the following year.
- 10.05 <u>Vacation Schedule</u> Each Regular full time employee shall receive vacation time off and vacation pay according to the following schedule:

Time off With Pay	Number of Years of Continuous Service		
Two (2) Weeks	1		
Three (3) Weeks	6		
Four (4) Weeks	13		
Five (5) Weeks	20		

10.06 Regular part time employees shall receive vacation time off and pay on a pro rata basis.

- 10.07 Where fractional vacation days occur, they shall be rounded off to the nearest full day for the purposes of computing pay and time off.
- 10.08 An employee shall not be eligible to receive a vacation until his/her probationary period has been completed. Upon completion of an employee's probationary period, the employee shall be eligible to receive vacation for those months of service prior to January 1 of the year in which the probationary period was completed.
- 10.09 An employee is not entitled to any vacation pay if his/her employment is terminated prior to the completion of six (6) full calendar months of continuous service.
- 10.10 Preference as to time of vacation will be given in accordance with seniority wherever practical and provided it does not adversely affect the operation of the Employer.

<u>Group Home Specialists</u> – The employer shall provide a vacation schedule no later than November 15th for the ensuing year and employees by seniority shall make their preference known by no later than March 15th. Vacation selected thereafter shall be on a first-come, first-serve basis.

- 10.11 Posting/Sign Up Employees who have not used vacation by October 15 shall post for vacation by that date. Changes after that date shall be made only with the approval of the supervisor subject to staffing requirements or for good cause.
- 10.12 <u>Unused Vacation at Year End</u> An employee must notify the employer in writing no later than December 31st if the employee wishes to carry forward unused vacation until March 31st of the following year. If the employee fails to notify the employer or if the vacation carried forward from the previous year is not used by March 31st, it will be transferred to the employee's sick leave account. Unused vacation transferred to an employee's sick leave account shall be limited to the extent that the resulting employee's sick leave account shall not exceed the authorized maximum accumulation of one hundred two (102) days. The amount of unused vacation that can be carried forward will be limited to fifteen (15) hours subject to the other restrictions of this section. In the event of unusual circumstances an employee may apply to the Finance, Taxation and Personnel Committee via the Director for any deviation from this rule.

ARTICLE XI. SICK LEAVE

- 11.01 Eligibility for sick leave allowance shall begin after the completion of probationary period.
- 11.02 One Hundred Two Day Base Account: Regular full-time employees shall accumulate sick leave with pay at the rate of one-half (1/2) working day for each month of service during their probationary period and at a rate of one (1) working day for each month of service thereafter accumulative up to one hundred two (102) working days, except new employees may not use sick leave during their probationary period except as outlined in Article III. One (1) sick day under this Article shall mean eight (8) hours for regular full-time Group Home Specialists and seven and one-half (7½) hours for all other full-time employees.
- 11.03 <u>Absences:</u> Sick leave credits in any given year shall not be earned for any period of absence without pay except that for administrative purposes any approved absence or absences totaling thirty (30) calendar days or less in a calendar year may be disregarded.
 - 11.04 Accrual Required Before Use: Sick leave shall not be used until it has been accrued.
- 11.05 <u>Regular Part-Time Employees:</u> Regular part-time employees shall accumulate sick leave with pay on a pro-rata basis.
- 11.06 <u>Eligibility for Sick Leave:</u> An employee shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury, pregnancy and post natal care, exposure to contagious disease, attendance upon members of the immediate family defined as husband, wife and dependent children. The employee must attempt to make other arrangements within a reasonable time for the attendance upon members of the immediate family.
 - 11.07 The employer may require a medical certificate to justify the granting of sick leave of three (3) or

more days duration. The Employer may also require any employee claiming sick leave to submit to an examination by a doctor designated by the employer at the employer's expense.

- 11.08 Effect of Termination of Employment: Previously accumulated sick leave shall not be terminated by absence on approved leave. Termination of the employment for any reason shall cancel all unused accumulated sick leave allowance except employees who retire under Wisconsin Retirement Fund, retire due to disability or die shall be paid to the employee or his/her estate 50 per cent of all accumulated sick leave. Whenever a permanent employee is laid off due to lack of work or funds, any unused accumulated sick leave allowance shall continue in effect if he/she is rehired by any County department within two years.
- 11.09 <u>Sick Leave on Holidays:</u> In the event that a holiday falls on a regular work day within the week or weeks taken as vacation or sick leave, such holidays, shall not be charged as vacation or sick leave.
- 11.10 <u>Sick Leave While on Vacation:</u> An employee who becomes sick during the time of vacation may receive sick leave pay instead of vacation pay and time charged as vacation, if such employee:
- a. Notifies the Employer as soon as possible to such day(s) claimed as sick days of the vacation that he/she is sick and intends to so claim sick payment.
 - b. Furnishes a doctor's certificate for such claimed sick days.
- 11.11 At the end of each calendar year, the County shall pay each employee who has accumulated unused sick leave in excess of 102 days, 50 per cent of such excess over 102 days of maximum accumulation, or at the employee's option, the equivalent number of days off with pay (i.e. 6 days in excess of 102 days equals 3 days off with pay). Such days off with pay must be taken by May 1st or they will be lost.
- 11.12 The County of Fond du Lac will provide for conversion of the payment for accumulated sick leave listed in Section 11.08 to a credit which will be used to pay for Fond du Lac County Group Hospital and Surgical Insurance premiums for any employees and any eligible dependents after his/her retirement. When said fund is depleted, the employee may continue in the program provided he/she pays the amount of the premium.

ARTICLE XII. FUNERAL LEAVE

- 12.01 Employees are hereby granted up to three (3) working days leave of absence with pay in the event of the death of a member of their immediate family. Immediate family is defined as an employee's spouse, child, stepchild, parent, stepparent, brother, sister, daughter-in-law, son-in-law, grandchild, grandparent or spouse's parent (including parent of a deceased spouse). Employees are hereby granted one (1) working day leave of absence with pay in the event of the death of other immediate relatives. Other immediate relatives are defined as an employee's brother-in-law or sister-in-law as well as spouse's brother-in-law or sister-in-law.
- 12.02 Funeral leave shall be granted at the employee's regular straight time rate depending on the current normal work day but not to exceed eight (8) hours for a full day (Group Home Specialists) and seven and one-half (7½) hours for a full day (all other employees) and shall be limited to the scheduled time lost within the period beginning with the day of death and ending with the day after the funeral. Employees must attend the funeral or the visitation at the Funeral Home to be eligible for any benefits under this Article.
- 12.03 Authorized unpaid leave of absence may be granted by mutual Agreement with the Employer and employees for the purpose of attending to post funeral arrangements.

ARTICLE XIII. LEAVES OF ABSENCE WITHOUT PAY

- 13.01 <u>Military Leave:</u> The Employer and the Union shall comply with the requirements of Federal Law with respect to the reinstatement and seniority of employees entering or returning from service in the Armed Forces of the United States.
- 13.02 <u>Extended Medical Leave:</u> An employee who exhausts his/her sick leave account and if applicable, FMLA leave entitlement and is unable to return to work due to the illness or injury, shall be granted a leave of absence of sufficient duration to recover from the illness or injury but not to exceed two years, but in no event to

exceed the employee's length of service. Additionally such leave shall be conditional on the employee's usage of all available accrued paid leave benefits. An employee forced to take a vacation to extend a medical leave of absence will be granted an unpaid leave of absence to cover unscheduled absences that would have been covered by vacation. The employee may be required to furnish periodic medical reports from a physician to justify the need for medical leave. The full cost of applicable group health and/or life insurance premiums, which come due during such leave is the responsibility of the employee. An employee returning from an extended medical leave shall be required to furnish a physician's statement that the employee is fully able to assume all of the responsibilities of his/her position.

- 13.03 Other Leaves: Any employee who wishes to absent himself/herself from his/her employment for any other reason other than sick leave, funeral or any other reason specifically provided for in this Agreement and who has utilized all applicable available paid leave credits must make application for a leave of absence from the Employer. Whenever possible, all requests for leaves shall be made in writing to the Director at least fifteen (15) days previous to the start thereof. The Employer shall determine whether or not justifiable reason exists for granting a leave of absence. Such requests in writing shall also indicate whether the employee will pay any insurance coverage premium for which he/she is responsible during the requested period of such leave of absence, to-wit: The employee's share and the Employer's share of premium on said insurance coverages or whether the employee will execute a waiver and discontinue said insurance coverages. If the employee desires to continue said insurance coverage or coverages, he/she must pay the aforementioned premium (employee's share and Employer's share) in advance to Employer prior to commencement of such leave of absence without pay.
- 13.04 <u>Family and Medical Leave Acts (FMLA)</u>: Leaves requested and granted pursuant to the state and/or federal Family and Medical Leave Acts (FMLA) are without pay except in those instances where provisions of the law(s) allow employee substitution of paid leave (i.e., sick leave, vacation, compensatory time, holiday, etc.) credits. In such instances, the state and federal FMLA leaves and all paid leave utilized run concurrent and the FMLA leave entitlement limits are not extended. Wherein the employee is in a portion of FMLA leave that does not provide for employee option for substitution of paid leave, the employer will assign paid leave. In such instances sick leave pay shall not be assigned unless a medical condition which qualifies for sick leave use exists.
- 13.05 <u>Outside Employment While on Leave:</u> An employee who is on sick leave or extended medical leave and who is found to be actively employed by another employer while on such leave shall be deemed to have resigned his/her position with Fond du Lac County unless such other employment clearly does not conflict with the reason for the sick leave or extended medical leave. No leaves of absence shall be granted for the purpose of seeking or trying other employment.
- 13.06 There shall be no accrual of sick leave or accumulation of time towards step increases during any leaves of absence exceeding seven (7) calendar days.
- 13.07 An employee's vacation time off and pay shall be reduced pro-rata for all time of leave of absence. Up to seven (7) days per year will be ignored for administration purposes.

ARTICLE XIV. HOURS OF WORK

14.01 Normal work schedule for full-time employees:

- Galow Group Home and Shelter Care Employees.
 - The normal schedule of work shall be five (5) consecutive days commencing Sunday or Monday
 - 2. The normal workday shall be eight (8) hours per day as follows:

6:30 A.M. 2:00 P.M. 3:00 P.M.	to to to	2:30 P.M. 10:00 P.M. 11:00 P.M.	(First Shift) (Second Shift) (Second Shift)	Galow Group Home
10:45 P.M. 7:00 A.M.	to to	6:45 A.M. 3:00 P.M.	(Third Shift) (First Shift)	Shelter
2:30 P.M.	to	10:30 P.M.	(Second Shift)	Care

3:30 P.M. to 11:30 P.M. (Second Shift) 11:15 P.M. to 7:15 A.M. (Third Shift)

b. All Other Employees:

The normal schedule of work shall be Monday through Friday. The normal work day shall be seven and one-half (7½) hours per day. The regularly scheduled work day will be the agency's hours of business from 8:00 A.M. to 4:30 P.M. with one (1) hour allowed for lunch subject to the following exceptions:

- The agency may extend its current hours of business to no later than 8:00 P.M. one (1) evening (Monday, Tuesday, Wednesday or Thursday) per week at each of its locations.
 Management will determine staffing needs based on the required classifications, numbers and levels of expertise needed to provide the desired service.
- 2. The agency may extend its current hours of business to no later than 6:00 P.M. up to two (2) other evenings (Monday, Tuesday, Wednesday or Thursday) per week at each of its locations. Up to one-third (1/3) of the bargaining unit employees excluding Group Home, Shelter Care and Family Support Worker employees may be scheduled to work the extended hours.

Management will assign staff in the following order:

- 1. Employees who desire to work in order of seniority.
- 2. Any additional employees required in order of reverse seniority.

No employee may be assigned to work an extended schedule more than one (1) evening per week.

The only exceptions to the above schedule are:

- Employees whose clients can only meet with them outside normal business hours. These employees may be scheduled to work a maximum of four hours per week during evening hours solely with respect to time spent in servicing the aforementioned clients as part of their normal thirty-seven and one-half (37½) hour normal work week. The corresponding number of scheduled evening hours will be deleted from the 8:00 AM to 6:00 PM work schedule at time mutually agreeable to the employee and employer. In the event that the parties fail to reach agreement as to which hours are to be deleted, the Director shall designate such hours.
- Employees working on approved voluntary flex time schedule.
- 14.02 The shift schedules as outlined above are subject to the right of the Director to change in an emergency or if the change will result in a measurable improvement in the service to the public or the operation of the department. A change can not be made if the sole purpose of the change is to eliminate or reduce overtime.
- 14.03 The provisions of the Article shall in no way be construed as a guarantee by the Employer of any amount of work in any period or as a limitation on hours of work in any period and the Director may require modifications of said hours under unusual or emergency conditions.

ARTICLE XV. COMPENSATORY AND OVERTIME

15.01 Employees may be required to perform work in excess of their normal schedule of hours. Employees may be granted compensatory time off or pay on the basis of straight time for forty (40) hours in a week and time and one-half for all hours in excess of forty (40) hours in a week. Such overtime shall, at the discretion of the Director, be taken on a compensatory time basis at a time mutually agreed upon by the Employer and employee or paid by the Employer. However, the accumulation of compensatory time shall be limited to thirty (30) hours for all regular full-time employees and fifteen (15) hours for all regular part-time employees and all overtime worked after an employee has accumulated thirty (30) or fifteen (15) hours respectively of compensatory time will be paid by the Employer on the next regular pay day. All compensatory time accumulated to December 15 must be taken on a

compensatory time off basis or paid by the Employer by the end of the year. Compensatory time accumulated after December 15 may be carried forward to the following contract year.

- 15.02 Supervisors must approve all overtime worked by their employees.
- 15.03 Overtime for clerical employees shall be equally divided as much as possible among those employees qualified to perform the work.
- 15.04 Overtime shall be recorded in fifteen (15) minute intervals in accordance with the following schedule: 0-14 minutes no payment; 15-22 minutes 1/4 hour; 23-37 minutes -1/2 hour; 38-52 minutes 3/4 hour; 53-67 minutes 1 hour. Exception: An employee required to perform unplanned overtime employment related responsibilities which disrupt his/her personal activities within or outside his/her home at times other than an extension of a normal work day shall receive a minimum of 1/2 hour of pay regardless of the time worked. Time worked in excess of 1/2 hour will be recorded in accordance with the above schedule.
- 15.05 Employees expressing an interest in attending outside training sessions will be granted opportunities to attend such training sessions in an equitable manner subject to departmental needs and budgetary limitations. For training designated as mandatory by management, employees will receive compensatory time for travel outside normal work hours. In the event no employees express an interest in attending a mandatory training session, management may designate an employee to attend. For training deemed optional, employee will receive no credit for travel time outside normal work hours.
- 15.06 All planned or pre-scheduled overtime within a department shall be offered to bargaining unit members first within the appropriate unit before being offered to non-bargaining unit employees.

ARTICLE XVI. INSURANCE

16.01 Hospital and Surgical Insurance

Regular full-time employees shall be covered by a Group Hospital, Surgical and Medical Insurance Plan, the benefits and coverages shall be established by the parties to this agreement.

Effective April 1, 2005, the current basic plan which includes coverage for routine care and oral contraceptives includes an annual \$250 deductible per individual, \$500 deductible per family (in network) with additional coinsurance (90-10) based on the next \$2500 (single)/\$5000 (family) of covered services; an annual \$375 deductible per individual, \$750 per family (out-of-network) with additional coinsurance (60-40) based on the next \$1500(single)/\$3000(family) of covered services. A \$50.00 co-pay for emergency room visit is applicable but is waived if an admission occurs. **SEE CHART BELOW**

	Si	ngle	Fa	mily
	In-Network	Out of Network	In-Network	Out-of-Network
Deductible	\$250	\$375	\$500	\$750
Co-Insurance	90-10 of \$2500	60-40 of \$1500	90-10 of \$5000	60-40 of \$3000
Co-Insurance MAX \$	\$250	\$600	\$500	\$1200
Out-Of-Pocket MAX \$	\$500	\$975	\$1000	\$1950

Said plan includes a prescription drug card which requires a \$10.00 co-pay for each generic prescription medication, a \$30.00 co-pay for each name brand prescription medication in the formulary and a \$45.00 co-pay for each name brand prescription medication not in the formulary. Prescription medication co-pays have an out-of-pocket cap of \$350 for the Single Plan and \$700 for the Family Plan and do not count toward deductible or co-payments required under the health insurance plan. Regular part-time employees as defined in Article V, Section 5.01(b) shall be eligible for the single plan only unless the regular part-time employee has two (2) or more years of continuous service with the Employer. In that case the regular part-time employee shall also be eligible for the family plan.

The Employer reserves the right to determine the insurance carrier provided that the level of benefits, coverage and administration procedures are equivalent to or better than that presently in effect. However, the Union does not waive its right to bargain for changes in benefits in the future.

The Employer will pay as its share of the total monthly premium cost up to 86% per month of the single plan and up to 86% per month of the family plan for all regular full-time employees electing coverage and enrolled under the single and family plans. Effective January 1, 2010, the Employer will pay as its share of the total monthly premium cost up to eighty five percent (85%) of both the single and family plan. Effective January 1, 2009, the Employer will pay as its share of the total monthly premium cost up to 85% per month toward the premium for each regular part-time employee covered by the single plan and up to 75% per month toward the premium for each regular part-time employee covered by the family plan. Contributions will be reduced to 12% if employee completes a Health Risk Assessment by November 30th of the preceding year. HRA's will be completed at no cost to the employee. Fond du Lac County will continue to offer employees who take a HRA a discounted premium on their Health Insurance.

Under the carrier in effect January 1, 2009, the contributions are as follows:

	Total Cost	County share	Employee share	
FT/Single	553.30	486.90	66.40	12%
FT/Family	1438.54	1265.92	172.62	12%
FT/Sing no HRA	553.30	475.84	77.46	14%
FT/Family no HRA	1438.54	1237.14	201.40	14%
RPT/Single	553.30	470.30	83.00	15%
RPT/Family	1438.54	1078.90	359.64	25%

The Employer agrees to make a contribution of \$3.00/pay period (\$78.00/year) for employees with single health insurance coverage and a contribution of \$6.00/pay period (\$156.00/year) for employees with family insurance coverage.

Prescription Drug Mail Order Benefit – Eliminate 90-day supply at retail (30 day limit).

Co-pay structure

\$20 Generic for 90 order

\$60 Brand Name for 90 day order

\$90 Non-Formulary Brand for 90 day order

Savings to employee by paying for reduce co-pay by 1 month.

Specialty Pharmacy - Move high cost drugs from medical plan to drug card by care management process

Virtual Clinic – Any Fond du Lac County (plus eligible family members) may use the Virtual Clinic in North Fond du Lac with no co-pay or deductible applied. Visits are of no cost to the employee (tests and lab work do go toward co-pay and/or deductible). The Virtual Clinic will also assist employees with disease management.

Note - Virtual Clinic will sunset at the end of this contract as these rates end in December 2010.

16.02 <u>Life Insurance</u>

Group Life Insurance shall be available for all employees under the Group Life Insurance Program for Employees of Wisconsin Municipalities pursuant to the rules and regulations thereto; and the Employer agrees to pay up to a maximum of \$8.00 per month toward the premium of each such employee as well as the minimum contribution required of it as an employer under said plan.

16.03 Wisconsin Retirement Fund

For each employee who must be a participant of the Wisconsin State Retirement Plan and subject to the rules and regulations thereof, the County shall pay up to, but not to exceed \$99.59 per pay period of each participating employee's share of his /her contribution to said plan effective December 28, 2008. Effective December 27, 2009 the County shall pay up to, but not exceed \$104.57 per pay period of each participating employee's share

of his/her contribution to said plan.

16.04 Worker's Compensation

An employee eligible for payment of worker's compensation benefits shall not be eligible also for payments of sick leave credits.

Employees absent under worker's compensation will be required to furnish a physician's certificate before returning to duty if they are absent three (3) or more days. Employees who are absent for an extended period will be required to furnish a physician's certificate every fourteen (14) days in addition to above.

Under present law, worker's compensation is not paid for the first three (3) days of industrial illness or injury unless the person is off for over seven (7) days at which time the first three (3) days are then paid. In instances where the first three (3) days are not paid, the Employer will pay the employee for the three (3) absent days upon verification that the employee was absent due to industrial illness or injury.

16.05 Differential Pay - Jury Duty and Witness

Any employee serving on a jury or losing work as a result of being called as a witness where his/her being called as a witness is related to or grows out of his/her job with the Employer, the Employer will pay such employee his/her regular normal pay provided the employee pays the County such compensation received for jury duty or witness fee for those days such employee would otherwise have worked and on which he is absent due to jury duty or having been called as a witness.

ARTICLE XVII. PAY POLICY

- 17.01 The Classification Schedule and Pay Policy is attached to this Agreement as "Appendix A" which shall be effective for the term of this Agreement.
- 17.02 The intervals shown between Steps are for regular full-time and are the minimum time periods between Steps. The equivalent intervals between Steps for non-regular full-time employees are 1040 hours for the 6 month interval for Group Home Specialist, 975 hours for the 6 month interval for all other Classifications. Hourly equivalents for interval requiring the completion of twelve (12) months of service are 2080 hours for Group Home Specialists and 1950 for all other classifications.
- 17.03 The first day of a pay period shall be the implementation date for all changes in rates of pay scheduled between the Sunday one week prior to the start of that pay period and the Saturday six days after the start of that pay period.

ARTICLE XVIII. ENTIRE AGREEMENT

- 18.01 The foregoing constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.
 - 18.02 Nothing contained herein shall be construed to limit management rights.
- 18.03 Within that concept it is understood that policies, working conditions and standards shall remain unchanged if any proposed change has an impact that has an extensive effect on wages, hours and conditions of employment.

ARTICLE XIX. NEGOTIATIONS PROCEDURE

- 19.01 By August 1st of any year, the Union shall give notice of its requests for changes in the Agreement or for such other requests as it may offer in negotiations in writing to the Finance, Personnel and Economic Development Committee of the County Board of Supervisors.
- 19.02 Negotiations shall be conducted with the Union on the requests made with the Finance, Personnel and Economic Development Committee of the County Board within its jurisdiction.

19.03 Any mutual agreement reached in negotiations shall be recommended to the membership by the Union and recommended to the County Board by the Finance, Personnel and Economic Development Committee for approval and adoption.

ARTICLE XX. NO STRIKE, NO LOCKOUT

- 20.01 <u>No Strike.</u> The Union agrees that for the duration of this Agreement, Union officers, representatives or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slow down or interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage, walkout, interruption or impeding of work.
- 20.02 No Lockout. The Employer agrees that there shall be no lockout of any kind during the term of this Agreement.

ARTICLE XXI. SEPARABILITY

21.01 Should any of the provisions of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and negotiations shall be instituted promptly to adjust any invalidated clause or portion thereof.

ARTICLE XXII. NON-DISCRIMINATION CLAUSE

22.01 The parties of this Agreement agree that they will not discriminate against any person on the basis of race, color, religious or political beliefs or affiliations, national origin, marital or parental status, pregnancy, sex, sexual orientation, age or handicapped status.

ARTICLE XXIII. DEFINITION OF EMPLOYEES

- 23.01 The following definitions shall apply to this Agreement.
 - a. Regular Full-Time Employee: Shall mean those employees regularly scheduled to work forty (40) hours per week (Group Home Specialist) or thirty-seven and one-half (37½) hours per week (all other classifications).
 - b. Regular Part-Time Employee: Shall mean those employees regularly scheduled to work less than forty (40) hours per week (Group Home Specialist) or thirty-seven and one-half (37½) hours per week (all other classifications), but not less than forty (40) hours per pay period (Group Home Specialist) or twenty (20) hours per week (all other classifications).
 - c. <u>Part-Time Employee:</u> Shall mean those employees regularly scheduled to work less than forty (40) hours per pay period (Group Home Specialist) or twenty (20) hours per week (all other classifications).
 - d. <u>Temporary Employee:</u> Shall mean those employees hired to perform a specific project or to work for a specific period of time, not to exceed ninety (90) days unless extended by mutual agreement of the Union and the Employer. Upon completion of said project or time, the employee shall be added or separated from the payroll and the Union shall be notified.
 - e. <u>Seasonal Employee:</u> Shall mean those employees regularly scheduled to work not less than twenty (20) hours per week for a limited period of time in excess of ninety (90) days.
- 23.02 Part-time and Temporary Employees shall not be entitled to any rights or fringe benefits covered under this Agreement. Seasonal Employees shall be entitled to all rights under this Agreement.

ARTICLE XXIV. MISCELLANEOUS

24.01 Union Business

The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement nor to prevent certain routine business such as the posting of Union notices and bulletins. When Union business is conducted during working hours, Employees shall first notify their immediate supervisors.

Business agents or representatives of the Union having business with individual officers or individual members of the Union may confer with such officers or individual members during working hours for a reasonable time provided that notification is given to the Director, or in his absence, his designated representative, and provided such conferences be held at the direction of the Employer in a location on the premises which will not interfere with the operations of the department.

24.02 Bulletin Board

The Employer shall provide the Union with a bulletin board which shall be used for the purpose of Union business and notices.

24.03 Mileage

Mileage reimbursement shall be based on the reimbursement rate established by the I.R.S.

ARTICLE XXV. TERMINATION CLAUSE

25.01 **THIS AGREEMENT** shall be effective as of the 1st day of January, 2009 and shall remain in full force and effect until the 31st day of December, 2010. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before the 1st day of August of any year in which the Agreement is in force that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations, except that in the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XXVI. LAY-OFFS

26.01 <u>Purpose:</u> This lay-off procedure is intended to give due consideration to the essential factors of length of service, performance and other factors, considered in such a way as to be fair to all employees and to retain for the County service its most effective and efficient personnel.

26.02 **General Rules for Lay-off:**

- a. No employee with permanent status shall be laid off from any position while any limited term, emergency or probationary employee is continued in a position of the same class or equivalent class in the department.
- b. An employee with permanent status whose services are terminated through lay-off in a given class has the has the right to induce lay-off considerations (bumping) in another class at the same or lower level regardless of whether a vacancy exists. In order for an employee to bump into a position he/she must be able to perform the duties of the position into which they are bumping. The resulting pay of an employee who bumps shall be established at the step in the new classification that is closest to his/her rate of pay immediately preceding the bump except that the employee shall not be entitled to an increase in pay upon bumping.
- c. A laid-off employee refusing a position of similar work and class from which he was laid off or who fails to respond to the Employer's offer to reinstatement after being given a reasonable time to respond, need not be offered any further reinstatement opportunity by the Employer.

- d. An employee who has been laid off or demoted in lieu of lay-off shall be reinstated when a vacancy for which he is qualified occurs in the Department according to the inverse order of the lay-off.
- e. Employees who are laid off may continue under the group hospital and surgical insurance and life insurance programs provided the employee pays the full premium (employer and employee's share). Payment will be required in accordance with the following schedule:

Period of Lay-off

Payment Required

0 - 15 days none 16 - 45 days 1 month 46 - 75 days 2 months For each additional 30 days 1 month additional payment

26.03 Severance

The employer shall provide a severance package to employees whose positions are eliminated due to budgetary reasons or operational efficiency. The severance will be equal to one month of the employee's elected employer sponsored health insurance plan for every 18 days of accrued sick leave. The employer agrees to pay its portion of the health insurance plan. Employees that elect to retire in lieu of layoff will be offered one month of the employer sponsored health insurance plan for every 6 days of accrued sick leave up to a maximum of 12 months. If the employee does not currently participate in the employer sponsored health insurance, they will be compensated by a cash pay-out equal to 50% of the employer's current cost of a single health plan. This option is also subject to a 12 month maximum for employees that elect to retire. If the employee elects the severance package and is later recalled from layoff their sick leave balance will not be reinstated as the employer will have considered the employee fully compensated for their accrued sick leave.

26.04 Lay-off Procedures

- a. Within the Department the Employer shall determine the class(es) to be affected and the number of positions to be vacated in each classification.
 - 1) Terminate any limited term, emergency or probationary employees in the same class(es) or equivalent class(es) before commencing any lay-off action of permanent employees.
 - a) Employees serving a promotional probationary period in a class affected by lay-off shall be restored to their former position if promoted within the Department.
 - 2) All positions in a class shall be considered as included.
 - a) In laying off employees the employee with the least seniority shall be laid off first provided that those remaining are qualified to carry on the employer's usual operation. The employer shall give affected employees at least thirty (30) day written notice of layoff. This 30 day notice may not apply in instances where the circumstances prompting the layoff are unforeseen or the result of an emergency in which case, employees shall be given as much notice as possible. Upon receipt of such notice the employee shall have up to seven (7) calendar days to exercise bumping rights or he/she shall forfeit his/her opportunity to bump. Recall shall be in reverse order of layoff provided the employee or employees are qualified to perform the duties of the job or jobs to which recalls are made.

Such notice shall contain:

- A. The reason for lay-off.
- B. The effective date of lay-off.
- C. The last day of pay status.
- D. Time limitations thereof, if possible.
- b) The lay-offs contemplated hereby and rules are applicable to lay-off or functional

reorganizations.

After completion of probationary period, employees seniority shall date as of the date of employment with the employer and shall not be considered terminated except upon discharge for cause, voluntary quit, failure to return upon the expiration of a leave of absence, lay-off for a period exceeding two (2) years or failure within 7 days after sending of notice to respond to recall from lay-off after written notice by certified mail is sent to the employee at the last address appearing on the employer's records.

FOR THE UNION

FOR THE EMPLOYER

Allow Board Chair

Annual Manager Annual Street County Executive

County Board Chair

County Clerk

CLASSIFICATION AND PAY SCHEDULE - APPENDIX A

<u>Classification</u>: The following establishes the classifications and total positions as affected by this Agreement. These are the maximum number of positions subject to the Agreement and constitute the maximum number of positions for each classification. All vacancies, as much as possible, will be filled through reclassification or promotion of existing departmental employees.

LIMITATIONS ON NUMBER OF POSITIONS

MAXIMUM NUMBER OF POSITIONS CLASSIFICATION Account Clerk 13 * Clerk - Typist 23 Economic Support Specialist 2 Economic Support Specialist/Trainer Group Home Specialist (Full Time) 11 2 Group Home Specialist (Reg. Part Time) 10 Family Support Worker 0 Job Developer Restitution Coordinator 2 Senior Account Clerk 7 Senior Clerk - Typist 7 Social Services Specialist 1 Teen Court Coordinator 2 Utility Clerk Volunteer Services Coordinator

NOTE: *These are inter-connected series

Reclassification: An employee shall be reclassified to a higher classification in a connected series when the employee has met the qualifications and prerequisites of the higher classification, has demonstrated the capacity to perform the tasks required of the higher classification, and an opening exists for such reclassification. If two or more employees are eligible for reclassification and only one opening exists, preference shall be given to the employee with the longest seniority in grade with the Fond du Lac County Department of Social Services.

<u>Promotions:</u> An employee shall be promoted from his or her present position to a position in a different classification having a higher maximum salary upon being selected by the Director or designee following competition for the vacant position.

- a) If there are three or more certified candidates within the Department, the competition shall be limited to employees of Department. The Director or designee in making its selection from the top three candidates shall give preference to the employee with the longest seniority with the Fond du Lac County Department of Social Services.
- b) If three or more certified candidates from within the Department can not be obtained, the competition must be opened to candidates from outside the Department. The Director or designee in making its selection from the top three candidates in this instance, will not give preference to the employee with the longest seniority should an employee of the Department be one of the top three candidates. Note: This procedure does not apply to vacant positions which can be filled through the reclassification process. This procedure is covered in a separate Article.

An employee who is promoted shall serve a six (6) month probationary period. If the employee's performance is unsatisfactory during this probationary period, the employee shall revert to his former classification or be terminated.

Assignment of Duties: The Director has the right to assign people to jobs within their current classification in accordance with their qualifications in order to provide the best service to the public. All similar classifications will have similar responsibilities and duties and people in similar classifications can be assigned to other positions which have the same classification.

RULES GOVERNING ADMINISTRATION OF CLASSIFICATION SCHEDULE AND PAY POLICY

- 1. New hires shall be on probation for six (6) months and advance to Step I after six (6) months and progress thru the remainder of the salary range in accordance with the prescribed time intervals with he following exception. If a position cannot be filled by any current employees in the Department, and no suitable candidate can be recruited at the starting rate, the Employer may hire the new employee at any Step within the salary range.
- 2. a. <u>Promotions</u>: An employee who is promoted to a higher classification shall be placed at the nearest Step in the salary range of the new classification that will afford the employee an increase in pay of at least \$.25 per hour. The pay increase shall be effective the first day of the pay period nearest to the actual date of the employee's promotion.
 - b. The effective date of the employee's promotion shall be the date to be used as the basis for determining the next step increase within the salary range of the new classification.
 - c. <u>Demotions</u>: A demotion is defined as the voluntary or involuntary movement of an employee from one position to another position having an assigned pay range with a lower maximum step. Wherein a demotion occurs, the employee assumes the step/rate in the new pay range that most closely corresponds with the employee's pay range progression service credit in the previous pay range. Previously earned service credit toward the next step increment (if applicable) is retained by the employee.
 - d. <u>Bumping</u>: When as the result of a layoff an employee "bumps" into a position having a pay range equal to or lower than the pay range assigned to their current position, the resulting pay of the employee shall be established at the step in the new classification that is closest to his/her rate of pay immediately preceding the bump except that the employee shall not be entitled to an increase in pay upon bumping.

Reclassifications:

- a. A Clerk-Typist reclassified to the Senior Clerk Typist classification shall be placed at the nearest Step in the salary range of the new classification that will afford the employee an increase in pay. The pay increase shall be effective the first day of the pay period nearest to the actual date of the employee's classification.
- b. The employee shall retain his/her original date for determining the next step increase, if any within the new salary range.
- 4. In the event an employee is promoted or reclassified on his/her anniversary date, he/she shall first receive any within range increase to which he/she is entitled in the lower class, and then the promotional or reclassificatory salary adjustment.
- 5. Advancement to the Economic Support Specialist/Trainer Classification shall be considered a promotion. Selection of the employee to the position shall be based on qualifications with preference given to seniority only if qualifications of two or more employees are deemed equal. In determining qualifications, the employer may administer applicable written and oral examinations, conduct interviews and consider other pertinent factors and skills, including evaluation of the employee's work performance as an employee and the employee's work experience.

APPENDIX A-1
FOND DU LAC COUNTY DEPARTMENT OF SOCIAL SERVICES UNION
CLASSIFICATION AND PAY SCHEDULE
(Effective 12-28-08) (3% ATB)

	<u>Hiring</u>	<u>6 Mo.</u>	<u>18 Mo.</u>	<u>30 Mo.</u>	<u>42 Mo.</u>	<u>54 Mo.</u>
Clerk Typist	12.94	13.45	13.95	14.42	14.95	15.39
Account Clerk	14.55	15.11	15.60	16.14	16.69	17.19
Senior Clerk Typist	14.09	14.64	15.15	15.69	16.22	16.74
Senior Account Clerk	15.13	15.72	16.30	16.89	17.47	18.08
Job Developer	18.20	18.92	19.60	20.33	21.06	21.76
Utility Clerk	11.97	12.42	12.93	13.40	13.86	14.34
Group Home Specialist	13.37	13.84	14.32	14.79	15.25	15.74
Case Manager - JOBS	14.33	15.14	15.94	16.76	17.56	18.38
Family Support Worker	14.33	15.14	15.94	16.76	17.56	18.38
Social Services Specialist	14.33	15.14	15.94	16.76	17.56	18.38
Economic Support Specialist Economic Support	14.33	15.14	15.94	16.76	17.56	18.38
Specialist/Trainer	15.14	15.94	16.76	17.56	18.38	19.18
Volunteer Services Coordinator Restitution/Teen Court	18.88	19.50	20.11	20.73	21.34	21.96
Coordinator	18.88	19.50	20.11	20.73	21.34	21.96

APPENDIX A-2 (Effective 12-27-09) (3% ATB)

	<u>Hiring</u>	<u>6 Mo.</u>	<u>18 Mo.</u>	<u>30 Mo.</u>	<u>42 Mo.</u>	<u>54 Mo.</u>
Clerk Typist	13.32	13.86	14.36	14.85	15.39	15.85
Account Clerk	14.99	15.56	16.07	16.62	17.19	17.71
Senior Clerk Typist	14.51	15.08	15.61	16.16	16.71	17.24
Senior Account Clerk	15.58	16.19	16.79	17.40	17.99	18.62
Job Developer	18.75	19.49	20.19	20.94	21.70	22.42
Utility Clerk	12.33	12.79	13.31	13.80	14.28	14.77
Group Home Specialist	13.77	14.26	14.75	15.23	15.71	16.21
Case Manager - JOBS	14.76	15.60	16.42	17.26	18.09	18.93
Family Support Worker	14.76	15.60	16.42	17.26	18.09	18.93
Social Services Specialist	14.76	15.60	16.42	17.26	18.09	18.93
Economic Support Specialist Economic Support	14.76	15.60	16.42	17.26	18.09	18.93
Specialist/Trainer	15.60	16.42	17.26	18.09	18.93	19.75
Volunteer Services Coordinator	19.45	20.08	20.71	21.36	21.98	22.62
Restitution/Teen Court Coord	19.45	20.08	20.71	21.36	21.98	22.62